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land." Must treaties be "made in pursuance" of the Constitution, or can the President and Senate, when acting alone in exercise of the treaty-making powers, encompass encroachments on states' rights which would be forbidden to them when co-operating with Congress in the enactment of laws?

The case of *Pagano v. Cerri* (Ohio), 112 *Northeastern Reporter*, 1037, deals with the rights of an Italian consul to be appointed administrator of the estate of an Italian subject. By virtue of a treaty between this country and Italy, consuls, etc., are granted "all the rights, prerogatives, privileges and immunities which are or may hereafter be granted to officers of the same grade of the most favored nation." A treaty between this country and Sweden provides: "Consuls, * * * so far as the laws of each country will permit, and pending the appointment of an administrator * * * of the estate of a Swedish subject, shall * * * take charge of the property left, * * * and, moreover, have the right to be appointed administrator of such estate." Under the laws of Ohio, where there are no relatives or creditors, the selection of an administrator is discretionary with the probate court.

The consul contended his right to be appointed administrator was not delimited by the phrase, "so far as the laws of each country will permit," but that he was entitled to the appointment as a matter of right under the treaty despite any provisions to the contrary of the laws of Ohio. The court held, however, the limitation regarding the "laws of each country" applied to his right of appointment as well as to his right to take charge of the estate pending an appointment.

Chief Justice Nichols, in delivering the opinion of the court, had occasion to advert to the treaty-making powers of our federal government, and his discussion will win for him the grateful regard of all who are desirous that states' rights be not impinged. He says among other things: "The Constitution of the United States reserves to the exclusive domain of the Executive and the United States Senate the treaty-making power, yet this grant to the federal government and denial to the several states has its limitations of power. A treaty duly ratified has no more binding force than an act of Congress generally, and as to its subject-matter clearly it cannot overstep the limitations of the federal Constitution."

Explosives—Public Display of Fireworks—Personal Liability of Committee.—Pawtucket, R. I., decided to have a grand celebration on Independence Day. The City Council appropriated \$2,000, a joint resolution was passed, appointing two members of the Board of Aldermen and four from the Council, to act as Special Joint Committee, to arrange for the celebration and have charge of the fund

so appropriated. A big general committee was organized and subcommittees named including a Special Fireworks Committee which made a contract with the Providence Fireworks Company, under which the company took full charge of the fireworks display, but was to be under the direct control of the Special Fireworks Committee. An empty lot was selected as the official "trench" from which the bombardment should take place, the fireworks company doing the shooting. One of the aerial bombs which did not explode, came down on the premises of plaintiff, was found by his minor son, a match applied, and the son most grievously injured. Actions were brought by the father of the injured child against the members, personally, of the General Committee, for damages. The lower court directed verdict for defendants in each case, on two grounds, viz.: "That the defendants in this case, who were members of the committee appointed under authority of a vote of the city council, are not liable, and also on the ground that the contract for the furnishing and firing of the display of fireworks was let to contractors, who were independent contractors, and any negligence was that of such independent contractors."

The Supreme Court of Rhode Island in reversing the lower court in *Sroka v. Halliday*, 97 Atlantic Reporter, 965, speaking through Judge Parkhurst, holds that as the proof shows that five members of the committee were of the Board of Trade, Business Men's, or Merchants' Association, were not members of the city council, were not appointed by the city council, they were not in any sense representatives of the city council or of the City of Pawtucket; that the members appointed by the council had no right to admit these outsiders to participate in this celebration as they did. In the resolution appointing the council members nothing was said about fireworks; and the subcommittee violated a state statute in not obtaining a special license for the use of such fireworks. No evidence is found in the contract to support the position that the contractor was an independent contractor, for the company was to furnish the fireworks in accordance with the program and in a manner satisfactory to the Fourth of July Committee. Even if the company were an independent contractor it is held that where the contract calls for the doing of things, which are in their very nature liable, unless precaution is taken, to do injury, a duty arises on the part of the contractee to see to it that these precautions are taken, and he cannot escape his duty by turning over the whole performance to a contractor.

Master and Servant—Workmen's Compensation Act—Traveling Salesmen—Injury in Course of Employment.—In the case of *Foley*